

Terms and Conditions for IMDS Company Reorganization

(1) Background

EntServ Deutschland GmbH, a DXC Technology company (hereinafter referred to as “DXC”) is operating the International Material Data System (IMDS) which is used by a growing number of customers in the automotive industry world-wide. In order to provide a more comprehensive service to its customers DXC is now offering this new service of reorganization of IMDS data to its existing customers (in the following also referred to as “IMDS Company”).

(2) Scope of Reorganization

As companies change ownership or internal IMDS processes, they frequently want to change how their company data (“Data”) is organized in IMDS.

Two types of services are available:

- 1) Consolidation of several IMDS companies to one IMDS company (in the following also referred to “**Company Merge**”).
- 2) Separation of an organization unit out of an IMDS roof company (in the following also referred to “**SplitOff**”).

A more detailed scope description can be found at
<https://public.mdsystem.com/web/imds-public-pages/imds-reorganization>

(3) Data Input and Content Responsibility

DXC shall be responsible for the IMDS company data reorganization by way of Company Merge or SplitOff, as the case may be, but has no responsibility for the data content provided by the IMDS Company. For the content of those data the responsibility of DXC is limited to technical data integrity.

The Data receiving IMDS company/companies acknowledge and agree that the input of Data entered by the providing IMDS Company/IMDS Companies and the accuracy and adequacy thereof, is under the exclusive control of the Data providing IMDS Company/IMDS Companies.

(4) Cost of Reorganization

The current pricing for the two types of IMDS Company reorganization are listed as follows

Merge Service	Companies to merge	MDSs to transfer	Price (excluding all applicable taxes)
Type 1	1	up to 1,000	1,300 €
Type 2	up to 5	up to 10,000	2,400 €
Type 3	up to 10	up to 100,000	4,500 €
Type 4	up to 20	up to 500,000	9,800 €
Special Merge	more than 20	more than 500,000	depends on separate analysis

SplitOff Service	Organization units to split off	MDSs to transfer	Price (excluding all applicable taxes)
Type 1	1	up to 500	2,800 €
Type 2	up to 5	up to 5,000	4,900 €
Type 3	up to 10	up to 50,000	11,500 €
Special SplitOff	more than 10	more than 50,000	depends on separate analysis

(5) Force Majeure

DXC shall not be liable for any default or delay in the performance of its obligations under these IMDS Company Reorganization Terms and Conditions if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, labour disturbances which present an unreasonable safety risk or prohibit access, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; or any other cause beyond the reasonable control of DXC, provided DXC is without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by DXC through the use of alternate sources, work around plans or other means. In such event, DXC shall be excused from further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and DXC continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. In such case DXC shall without undue delay notify the IMDS Company and describe at a reasonable level of detail the circumstances causing such delay.

(6) Limitation of Liability

DXC will not be liable for any damages resulting from the reorganization of Data unless caused by wilful misconduct or gross negligence of DXC. In case of gross negligence, the liability of DXC will be limited to such damages which may typically occur in comparative circumstances.

(7) IMDS Company Responsibilities

The Company Merge request and the Split Off request require active involvement of at least one user with Company Administrator profile in the IMDS Company / IMDS Companies. There are many questions and tasks that require input from a Company Administrator user during the preparatory work. The IMDS Company / IMDS Companies will ensure that this Company Administrator will support DXC in particular by fulfilling the tasks below. The IMDS Company will provide its support without any additional costs for DXC.

In case of a Company Merge, the requesting Company Administrator is responsible for creating the new company structure prior to the Merge. With an existing target company structure, the Company Administrator has to fill in the **Company Merge Planner**. He has to make sure, that all companies listed in his **Company Merge Planner** belong to his company and that representatives of these companies are informed that a merge of IMDS companies is about to take place. Posting on a company website is not usually considered sufficient notification of such a merge.

The representatives of each of the merging companies must also be informed about the time schedule of the Company Merge and that the users of the affected companies are not allowed to work online in IMDS during the time the Company Merge is taking place. It is necessary, that the Company Administrator is available while the Company Merge is processing in case there are any questions. The Company Administrator is responsible for checking all data immediately after the merge has completed.

Concerning companies with an AI license, the AI company representative must be informed about the time schedule of the Company Merge by the Company Administrator. The AI representative is responsible to handle all necessary steps to synchronize the inhouse system after the merge.

In case of a Split Off, the requesting Company Administrator has to make sure that a target company exists. If no target company exists, it's up to the Company Administrator to set up a new company structure using the IMDS Online Registration. It is required that the Company Administrators puts all MDSs and users to be split off in the organization unit(s) to be split off. This must be done by the Company Administrator for security reasons and to avoid mistakes during processing. Once the target company has been created and the MDSs and Users in the OrgUnit, the Company Administrator must fill in the **Company Split Off Planner**.

While the Split Off is being performed, no users of the affected companies can be working in IMDS. The Company Administrator must be available during the Split Off in case there are any questions. After the split, the Company Administrator needs to check all the data.

Concerning companies with an AI license the AI company representative must be informed about the time schedule of the Split Off by the Company Administrator. The AI representative is responsible to handle all necessary steps to synchronize the inhouse system after the Split Off.

DXC will inform the IMDS Company / Companies when the Merge or Split Off is complete.

(8) Payment Terms and Taxes

DXC will invoice the USER after the Merge or the Split Off is complete. All charges are payable within 30 (thirty) days without any deduction. Any amount not paid when due will bear interest until paid at a rate of interest equal to eight percent per annum more than the deposit facility rate established by the European Central Bank. All invoices submitted by DXC include the applicable value added tax ("VAT"). The USER will bear the cost of and either pay to DXC, or reimburse DXC for the payment of amounts equal to any and all present or future taxes, assessments, duties, permits, tariffs, fees, and other charges of any kind, however designated, assessed, charged or levied, now or hereafter, including state, local, sales, use, property, gross receipt, provincial, excise, value-added goods and services, transaction or similar liabilities imposed in connection therewith, arising from or imposed on Merge or Split Off charges excluding income taxes that are based on or measured by DXC's net income. All invoices will be issued in Euros.

(9) Governing Law and Jurisdiction

The validity, interpretation and implementation of these IMDS Company Reorganization Terms and Conditions and the rights and obligations of the parties hereunder shall be construed in accordance with and be governed by German law. The exclusive place of jurisdiction for all disputes arising from and regarding this agreement is Frankfurt am Main, Germany.

(10) Final Provisions

If any regulation of these provisions proves to be invalid or not feasible, the effectiveness of the other regulations shall remain unaffected thereby. The foregoing regulation shall apply mutatis mutandis in case the agreement should contain loopholes.